



STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

April 19, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS
FROM THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES (OES)
FOR THE VICTIM-WITNESS ASSISTANCE PROGRAM (VWAP)
FOR FISCAL YEAR (FY) 2004-05 ALL DISTRICTS (3-VOTES)**

IT IS RECOMMEND THAT YOUR BOARD:

1. Authorize the District Attorney, on behalf of the County of Los Angeles, to accept the grant award for VWAP from OES in the amount of \$3,423,490 for the period of July 1, 2004 to June 30, 2005. The District Attorney's Office (DA) has been awarded \$2,567,619 and \$855,871 has been allocated to the Los Angeles City Attorney's Office as a subgrantee.
2. Instruct the Chairman to approve the enclosed Agreement between the Los Angeles County District Attorney's Office (DA) and the Los Angeles City Attorney's Office (City). VWAP guidelines allow only one program provider in each County. OES has allocated \$855,871 to the City to participate in VWAP as a subgrantee of the County. The Agreement states that the City will provide victim-witness services at the Van Nuys City Hall, San Pedro City Hall, and seven police stations.
3. Authorize the District Attorney or his designee, on behalf of the County of Los Angeles, to serve as Project Director and to sign and approve revisions to the Grant Award Agreement that do not affect the net County cost of the program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DA VWAP has been providing a full range of comprehensive victim services throughout the County of Los Angeles since 1977. The program is structured to meet the needs of victims as they enter the criminal justice system, to help stabilize them financially and emotionally, so that trauma can be minimized.

Grant award notification was received November 2, 2004. Board approval for grant award acceptance and authorization to enter the enclosed 2004-05 Agreement between the DA and the City Attorney is required.

Implementation of Strategic Plan Goals

This program is part of the District Attorney's commitment to assisting underserved victims of crime by alleviating trauma and devastating effects of crime on the lives of victims and their families. Acceptance of the grant award supports the County's Strategic Plan Goal No. 4, Fiscal Responsibility by securing an available revenue source at the State and federal level.

FISCAL IMPACT/FINANCING

Funding for this program was included in the DA's 2004-05 budget. Grant funds were awarded to the County for VWAP in the amount of \$2,567,619 for the period of July 1, 2004 to June 30, 2005 and the City was allocated \$855,871 as a subgrantee of the County for a total grant award of \$3,423,490. The County's estimated program costs are \$2,600,000, with the City's expense capped at \$855,871. The DA will absorb the estimated additional program costs of \$32,381.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In calendar year 2003, the Los Angeles Police Department (LAPD) and the Los Angeles County Sheriff's Department (LASD) reported 841 homicides. The County's forty-five independent local law enforcement agencies handled 205 additional homicides, for a total of 1,046 victims. The Attorney General reported 84,670 victims of violent crime (not including domestic violence) in Los Angeles County. Additionally, LAPD reported 12,773 domestic violence crimes and the Sheriff reported 10,243. The high number of violent crimes in Los Angeles County creates a crucial need for specialized victim advocacy services including assistance to families of homicide victims, to victims of gang-related crimes, and child victims.

Honorable Board of Supervisors
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VWAP has been the major provider of comprehensive services to victims of crime since 1977. The program was established to create a decentralized, prosecution-based victim assistance program throughout the County to assist victims of all types of crimes. A significant number of victims assisted by VWAP live in poverty and have immediate needs for emergency assistance, which include basic subsistence, witness protection and relocation.

Despite significant staffing reductions from 56.0 grant funded positions in FY 2002-03 to 42.0 positions in FY's 2003-04 and 2004-05, more than 20,000 victims continue to be served each fiscal year. The loss of the 14.0 granted funded positions are due to a 3.5 percent reduction in the VWAP grant award.

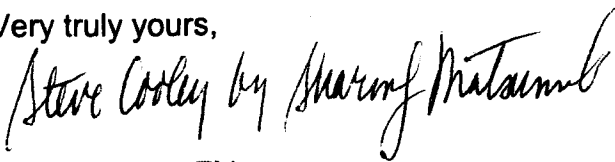
IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board authorization to accept the grant award for the program, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board Letter and Agreement to Patricia Orozco, Los Angeles County District Attorney's Office, Contracts and Grants Unit, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Ms. Orozco at (213) 202-7651.

Very truly yours,



STEVE COOLEY
District Attorney

pao

Enclosure

c: Chief Administrative Officer
County Counsel

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: District Attorney

Grant Project Title and Description

The Victim Witness Assistance Program (VWAP) was established to create a decentralized, prosecution-based victim assistance program throughout Los Angeles County to assist victims of all types of violent crimes. Since 1977, VWAP has been the major provider of comprehensive services to victims of crime. The District Attorney's Office maintains a close working relationship with its subgrantee, the Los Angeles City Attorney, and has established and maintained long-term professional relationships with law enforcement and prosecutors. VWAP provides services to approximately 20,000 victims, annually.

Funding Agency
Office of Emergency Services
(OES)

**Program (Fed. Grant # /State Bill or
Code #)**

Grant Acceptance Deadline

Total Amount of Grant Funding: \$3,423,490

County Match: N/A

Grant Period: FY 2004-05

Begin Date: July 1, 2004

End Date: June 30, 2005

Number of Personnel Hired Under This Grant:

Full Time: 37 **Part Time** 5

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes X No

Will all personnel hired for this program be placed on temporary ("N") items? Yes X No

Is the County obligated to continue this program after the grant expires? Yes No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes No X

b). Identify other revenue sources Yes No X

(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No

Impact of additional personnel on existing space:

None.

Department Head Signature

Steve Cooley by Mary Matsuda **Date** 3/31/05

1 **COUNTY OF LOS ANGELES**
2 **STATE OF CALIFORNIA**
3 **CONTRACT FOR VICTIM-WITNESS**
4 **ASSISTANCE PROGRAM**

5 _____
6 **THIS AGREEMENT**, is made and entered into this _____ day of
7 _____, 2005, in the City of Los Angeles, California, by and
8 between the **COUNTY** of Los Angeles, a County and political subdivision of the
9 State of California (herein after referred to as **COUNTY**), and the **CITY OF LOS**
10 **ANGELES**, a chartered municipality organized under the law of the State of
11 California (hereinafter referred to as **CITY**), and both of whom collectively are
12 referred to as the **PARTIES**;

13 **WITNESSETH**

14 **WHEREAS, COUNTY**, pursuant to Penal Code Section 13835, et seq.,
15 has designated the Office of the District Attorney through its Victim-Witness
16 Assistance Program as the major provider of comprehensive services to victims and
17 witnesses of all types of crimes; and

18 **WHEREAS, COUNTY** has been awarded funds from the Governor's
19 Office of Emergency Services (hereinafter referred to as OES), of which
20 \$2,567,619 will be utilized by the **COUNTY**; the remainder, \$855,871 will be
21 allocated to the City Attorney, as a subgrantee, to provide victim-witness services
22 for Fiscal Year 2004-05 beginning July 1, 2004 and ending June 30, 2005; and

23 **WHEREAS**, the OES has established Program guidelines which provide
24 that there will be only one Program provider in each **COUNTY**, and

25 **WHEREAS**, the **CITY** desires to participate in such a program for the
26 prosecution of misdemeanor cases within its jurisdictional boundaries and to
provide program services at Van Nuys City Hall, San Pedro City Hall, and at the

1 following Los Angeles Police Stations: 77th Street, Newton, West Los Angeles,
2 Northeast, North Hollywood, Hollenbeck, and Wilshire Divisions; and

3 **WHEREAS**, the **CITY** has the capability of providing such services;

4 **NOW, THEREFORE**, in consideration of the mutual covenants herein
5 set forth and the mutual benefits to be derived therefrom the **PARTIES** agree as
6 follows:

7 I. The District Attorney's Victim Witness Assistance Program and the
8 City Attorney's Victim Witness Assistance Program will closely
9 coordinate services and will adhere to all provisions of the contractual
10 agreement set forth in the grant proposal. Should our agencies
11 become aware of issues of mutual concern or conflicts, we will meet
12 and confer to determine the best possible resolution in the interests of
13 the client population our programs serve.

14 1. **SCOPE OF SERVICES**: The **CITY** shall provide services that are
15 primary to the maintenance of a comprehensive center
16 responsive to the basic needs of victims and witnesses. As
17 required by Penal Code Section 13835.4, the **CITY** shall carry
18 out all of the following activities in delivering services:

- 19 ✓ Services to victims and witnesses of all types of crimes;
- 20 ✓ Translation for non-English speaking victims and witnesses;
- 21 ✓ Follow-up contact with clients;
- 22 ✓ Field visits whenever necessary to provide services;
- 23 ✓ Volunteer participation to encourage community
24 involvement;
- 25 ✓ Special services specific to the needs of the hearing
26 impaired;
- ✓ Special services specific to the needs of the disabled; and

✓ Services appropriate to the special needs of elderly victims.

The CITY shall provide the following two categories of victim/witness services: mandatory services and optional services:

A. Mandatory Services:

- crisis intervention
- emergency assistance
- resource and referral assistance
- direct counseling
- assistance with victim of crime claims
- property return
- orientation to the criminal justice system
- court escort/court support
- presentations and training for criminal justice agencies and victim service organizations
- public presentations and publicity
- case disposition/case status
- notification of friends and relatives
- employer notification
- restitution assistance

B. Optional Services (These services are included to allow centers the latitude to develop services responsive to local needs):

- employer intervention
- creditor intervention
- child care assistance
- restitution assistance
- witness protection
- temporary restraining order assistance

- transportation assistance
- court waiting area
- funeral arrangements
- crime prevention information

2. TIME AND PERFORMANCE: Said services of **CITY** are to commence on July 1, 2004 and shall terminate June 30, 2005.

3. ADMINISTRATION OF CONTRACT

- A. The District Attorney of the County of Los Angeles, or his designated representative, is designated as the **COUNTY's** Project Director, who shall have full authority to act for the **COUNTY** in the administration of this Contract consistent with the provisions contained herein.
- B. **CITY** shall designate a specific agent who shall have full authority to act for **CITY** with regard to **CITY's** performance pursuant to this Contract.

4. COMPLIANCE WITH LAWS: All parties agree to be bound by all applicable federal, state and local laws, ordinances, regulations and directives as they pertain to the performance of this Contract.

5. DISCRIMINATION: No person shall, on the grounds of race, sex, creed, color or natural origin, be excluded from participation in, be refused the benefits of, any activities, programs or employment supported by this Contract.

6. COMPENSATION: For performance of those services previously described, the **COUNTY** shall reimburse the **CITY** an amount of money not exceeding the sum of eight hundred fifty-five

1 thousand, eight hundred seventy one dollars, for Fiscal Year
2 2004-2005, (\$855,871) which payments shall constitute full
3 and complete compensation for the CITY's services under this
4 Contract. CITY will be paid by the COUNTY out of funds
5 received from OES. Any such payments shall be contingent
6 upon availability of OES funds and shall not be charged upon
7 any other funds of the COUNTY.

- 8 7. ACCOUNTING: CITY must establish and maintain on a current
9 basis an adequate accounting system in accordance with the
10 U.S. General Accounting Office Standards for audit of
11 governmental organizations, programs, activities and functions
12 issued by the U.S. General Accounting Office.
- 13 8. CHANGES IN CONTRACT AMOUNT: The COUNTY reserves the
14 right to reduce the Contract amount when the COUNTY's fiscal
15 monitoring indicates that the CITY's rate of expenditure will
16 result in unspent funds at the end of the program year.
17 Changes in this Contract amount will be made after consultation
18 with the CITY. Such changes shall be effective upon written
19 notice to CITY and COUNTY's Project Director.
- 20 9. REQUEST FOR FINAL PAYMENT: The COUNTY reserves the
21 right to withhold 10 percent of the Contract amount on a
22 completed program until a Certification of Completion is issued
23 by the COUNTY.
- 24 10. AUDIT PROVISIONS: CITY shall comply with OES's Recipient
25 Handbook, Section 8151 b., in securing a financial audit. The
26 CITY may budget up to 1.5 percent (1.5%) of the total grant
award for the financial audit cost. CITY shall make available to

1 the **COUNTY**, the Comptroller of the State of California, OES
2 and their authorized representatives for purposes of inspection
3 and audit, any and all of its books, papers, documents, financial
4 and other records pertaining to the operation of this Contract.
5 The aforesaid records shall be available for inspection and audit
6 during regular business hours throughout the term of this
7 Contract, and for a period of five (5) years after the expiration
8 of the term of this Contract.

9 11. PROGRAM EVALUATION AND INSPECTION: **CITY** shall permit
10 the **COUNTY**, and authorized representatives of OES, to inspect
11 and review its facilities and program operations from time to
12 time as may be requested by the **COUNTY**, and OES. Said
13 representatives may monitor the operations of this Contract to
14 assure compliance with all applicable laws and regulations. In
15 the event that any such inspection reveals violation of any
16 provision of this Contract, and **CITY** fails to correct any such
17 violation to the satisfaction of **COUNTY** within a reasonable
18 time, not to exceed ten (10) days, **COUNTY** may unilaterally
19 terminate this Contract by giving **CITY** ten (10) days written
20 notice of such termination.

21 12. AUDIT EXCEPTIONS BY COUNTY AND STATE
22 AGENCIES: **CITY** agrees that in the event the program established
23 hereunder is subjected to audit exceptions by appropriate **COUNTY**,
24 state or federal audit agencies, it shall be responsible for complying
25 with such exceptions and paying to **COUNTY** the full amount of
26 **COUNTY**'s liability to the OES from such audit exceptions.

- 1 13. **TERMINATION AND TERMINATION COSTS:** This Contract may
2 be terminated at any time by either party upon giving thirty (30)
3 days' written notice to the other party. **COUNTY** may
4 immediately terminate this Contract upon the termination,
5 suspension, discontinuation or substantial reduction in OES
6 funding for the Contract activity. In such event, **CITY** shall be
7 compensated for all services rendered and all necessarily
8 incurred costs performed in accordance with the terms of this
9 Contract that have not been previously reimbursed, to the date
10 of said termination to the extent OES funds are available.
11 Payment shall be made only upon filing with **COUNTY**, by **CITY**,
12 of vouchers evidencing the time expended and said cost
13 incurred. Said vouchers must be filed with **COUNTY** within
14 thirty (30) days of the date of said termination.
- 15 14. **INDEPENDENT CONTRACTOR:** Both parties hereto in the
16 performance of this Contract will be acting in an independent
17 capacity and not as agents, employees, partners, joint venturers
18 or associates of one another. The employees or agent of one
19 party shall not be deemed or construed to be the agent or
20 employees of the other party for any purpose whatsoever.
- 21 15. **ASSIGNMENT:** No performance of this Contract or any section
22 thereof may be assigned or subcontracted by **CITY** without the
23 express written consent of **COUNTY** and any attempt by the
24 **CITY** to assign or subcontract any performance of the terms of
25 this Contract shall be null and void and shall constitute a
26 material breach of this Contract.

1 16. **HOLD HARMLESS:**

2 A. Neither the **COUNTY** nor any office or employee thereof
3 shall be responsible for any damages or liability occurring
4 by reason of anything done or omitted to be done by the
5 **CITY**, or in connection with any authority or jurisdiction
6 delegated to the **CITY** under this Contract. It is
7 understood and agreed that, pursuant to Government
8 Code Section 895.4, the **CITY** shall fully indemnify and
9 hold the **COUNTY**, its officers and employees, harmless
10 from any liability occurring by reason of anything done or
11 omitted to be done by the **CITY** or any officer or
12 employee thereof under or in connection with any
13 authority or jurisdiction delegated to the **CITY** under this
14 Contract.

15 B. Neither the **CITY**, nor any officer or employee thereof
16 shall be responsible for any damage or liability occurring
17 by reason of anything done or omitted to be done by the
18 **COUNTY** under this Contract. It is understood and
19 agreed that pursuant to Government Code Section 895.4,
20 the **COUNTY** shall indemnify and hold the **CITY**, its
21 officers and employees, harmless from any liability
22 imposed by reason of anything done or omitted to be
23 done by the **COUNTY**, or any officer or employee thereof,
24 under or in connection with any authority or jurisdiction
25 delegated to the **COUNTY** under this Contract.

26 17. **MONITORING:** The **COUNTY** shall have the authority to cause
 regular monitoring of this Contract to verify that **CITY** is

operating in accordance with the grant award and the services to be performed thereto.

18. **NOTICES:** Notices and other correspondence shall be sent to the **COUNTY** as follows:

STEVE COOLEY, District Attorney
County of Los Angeles
210 West Temple Street
Suite 18-709C
Los Angeles, CA 90012

Notices and other correspondence shall be sent to the **CITY** as follows:

ROCKY DELGADILLO, Los Angeles City Attorney
City of Los Angeles
200 North Main Street, Room 800, City Hall East
Los Angeles, CA 90012

19. **AMENDMENT: VARIATIONS:** This writing embodies the whole of the Contract of the parties hereto. There are no oral agreements not contained herein. No addition or variation of the terms of this Contract shall be valid unless made in the form of a written amendment to this Contract formally approved and executed by both **PARTIES**.

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2 IN WITNESS WHEREOF, the Board of Supervisors of the County
3 of Los Angeles, has caused this Contract to be subscribed by its
4 Chairman and the seal of said Board to be hereto affixed and
5 attested by the Executive Office-Clerk thereof, and the CITY has
6 caused this Contract to be subscribed in its behalf by its duly
7 authorized officer, as of the date set forth below.
8

9 County of Los Angeles

10
11 By _____
12 Chair, Board of Supervisors

13 Attest: Violet Varona-Lukens
14 Executive Officer, Clerk of
15 the Board of Supervisors

16 By _____
17 Deputy

18 APPROVED AS TO FORM BY
19 COUNTY COUNSEL:

20 RAYMOND G. FORTNER, JR.

21 By  _____
22 Deputy

23 City of Los Angeles
24 Contractor:

25 By _____
26 _____
(Title)